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and Matrix Essentials LLC*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRANDI PRICE AND CHRISTINE CHADWICK,
on behalf of themselves and all other similarly
situated

Plaintiffs,

vs.

L'ORÉAL USA, INC. AND MATRIX
ESSENTIALS LLC

Defendants.

Civil Action No.:

1:17-cv-614 (LGS)

**STIPULATION FOR ENTRY OF
CONSENT JUDGMENT**

This Stipulation is based upon the following facts:

WHEREAS on January 26, 2017, Plaintiffs Brandi Price and Christine Chadwick (“Plaintiffs”) filed a Complaint against Defendants L’Oréal USA, Inc. and Matrix Essentials LLC (“L’Oréal”) in the above-captioned case (the “Action”), alleging violations of New York U.C.C. § 2-313; New York GBL § 349, *et. seq.*; Cal. Bus. & Prof. Code § 17200, *et. seq.*; Cal. Civ. Code § 17500, *et. seq.*; and common law breaches of warranties, fraud, and unjust enrichment under New York and California law relating to statements made in connection with the advertising, marketing, and labeling of three L’Oréal products: (i) Matrix Biolage Keratindose Pro-Keratin + Silk Shampoo, (ii) Matrix Biolage Keratindose Pro-Keratin + Silk Conditioner, and (iii) Matrix Biolage Keratindose Pro-Keratin + Silk Renewal Spray (the “Products”) (Dkt. 1);

WHEREAS on May 22, 2017, Plaintiffs filed an Amended Complaint, which asserted the same causes of action in connection with the same three Products (Dkt. 42);

WHEREAS on August 15, 2018, the Court partially granted Plaintiffs’ motion for class certification and certified classes of New York and California purchasers of the Products (Dkt. 159);

WHEREAS on August 24, 2020, the Court denied Plaintiffs’ motion for summary judgment, partially granted L’Oréal’s motion for summary judgment, granted L’Oréal’s motion to exclude certain testimony of Jean-Pierre Dubé, and partially granted L’Oréal’s motion to exclude the testimony of Bruce Silverman (Dkt. 282);

WHEREAS on September 29, 2021, the Court granted L’Oréal’s motion to decertify the previously certified classes (Dkt. 317);

WHEREAS on December 10, 2021, the Court denied Plaintiffs’ motion for reconsideration of the class-decertification order (Dkt. 324);

WHEREAS on March 30, 2022, the United States Court of Appeals for the Second Circuit denied Plaintiffs' petition pursuant to Fed. R. Civ. P. 23(f) for leave to file an interlocutory appeal of the Court's class-decertification order (Dkt. 330);

WHEREAS L'Oréal maintains that its conduct has been entirely lawful and denies any liability in the Action; and

WHEREAS the Parties desire to avoid the cost, effort, and uncertainty of further litigation and have entered into a Settlement Agreement to resolve all existing disputes between them.

THEREFORE, Plaintiffs and L'Oréal, through their respective counsel, hereby stipulate and agree, subject to Court Order, as follows:

1. Plaintiffs agree voluntarily to the dismissal with prejudice of all claims asserted against L'Oréal in this Action.
2. Plaintiffs and L'Oréal agree that each party shall bear its own attorney's fees, expenses, and costs.
3. Plaintiffs and L'Oréal agree that a Consent Judgment in the form attached as Exhibit A should be entered pursuant to Rule 58 of the Federal Rules of Civil Procedure, and that this Action should be dismissed, with prejudice, in its entirety.

Dated: May 31, 2022

PATTERSON BELKNAP WEBB & TYLER LLP

By: /s/



Frederick B. Warder III
Joshua Kipnees

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New York, NY 10036-6710

*Attorneys for Defendants L'Oréal USA, Inc. and
Matrix Essentials LLC*

Dated: May 31, 2022

MILBERG COLEMAN PHILLIPS GROSSMAN,
PLLC

By: /s/ Rachel Soffin

Rachel Soffin
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*Attorneys for Plaintiffs Brandi Price and Christine
Chadwick*

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRANDI PRICE AND CHRISTINE CHADWICK,
on behalf of themselves and all other similarly
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Plaintiffs,

vs.

L'ORÉAL USA, INC. AND MATRIX
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Defendants.

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CONSENT JUDGMENT

Based upon the Stipulation between the parties, on the consent of Plaintiffs Brandi Price and Christine Chadwick (“Plaintiffs”) and Defendants L’Oréal USA, Inc. and Matrix Essentials LLC (“L’Oréal”), it is hereby ORDERED:

1. This Consent Judgment is entered pursuant to Rule 58 of the Federal Rules of Civil Procedure.
2. This Action shall be and is dismissed, with prejudice, in its entirety.
3. Each party shall bear its own attorney’s fees, expenses, and costs.

APPROVED AND SO ORDERED:

Dated: _____

HON. LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

CONSENTED AND AGREED TO BY:

MILBERG COLEMAN PHILLIPS GROSSMAN, PLLC

By: /s/ Rachel Soffin

Rachel Soffin
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Knoxville, Tennessee 37929

Attorneys for Plaintiffs Brandi Price and Christine Chadwick

PATTERSON BELKNAP WEBB & TYLER LLP

By: /s/ Joshua Kipnees

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Attorneys for Defendants L'Oréal USA, Inc. and Matrix Essentials LLC